

**BEFORE THE STATE BOARD OF REGISTRATION
FOR THE HEALING ARTS**

STATE BOARD OF REGISTRATION
FOR THE HEALING ARTS,

Board,

v.

RAMARAO KAZA, M.D.,

Licensee.

Case No. _____

SETTLEMENT AGREEMENT

Comes now Ramarao Kaza, M.D., ("Licensee") and the State Board of Registration for the Healing Arts (the "Board") and enter into this Settlement Agreement for the purpose of resolving the question of whether Ramarao Kaza, M.D.'s license as a physician or surgeon will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo.

1. Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the

charges pending against Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that he may, at the time this Settlement Agreement is effective or within fifteen days thereafter, submit this Settlement Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3. Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Settlement Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

5. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Settlement Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo. as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

6. The State Board of Registration for the Healing Arts is an agency of the State of Missouri created and established pursuant to § 334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

7. Ramarao Kaza, M.D. ("Dr. Kaza") is licensed by the Board as a physician and surgeon, license number 35441, which was first issued in 1975. Respondent's medical license was current and active at all times mentioned herein.

8. Dr. Kaza practices out of his office located at 2312 Le May Ferry Road, St. Louis, Missouri 63125.

9. Dr. Kaza was responsible for seeing patients at the Department of Mental Health, Northwest Habilitation Center, 11 Brady Circle, St. Louis, Missouri 63114.

10. Dr. Kaza has been employed by the Department of Mental Health ("DMH") since 1977 as a physician.

11. Dr. Kaza was the supervising physician for Katherine Wayne, Physician's Assistant ("P.A.") when she started working at the DMH Northwest Habilitation Center, in April 3, 2006.

12. Dr. Kaza was the primary care physician for patient G.M., a profoundly mentally handicapped male patient who resided at the DMH Northwest Habilitation Center during the time period of April 2006 up to September 1, 2006.

13. Dr. Kaza did not have a signed, written supervision agreement with Katherine Wayne until September 1, 2006. Dr. Kaza was the supervising physician for Katherine Wayne from April 3, 2006 until September 1, 2006, without having a signed supervision agreement in place.

14. As of September 1, 2006, Dr. Kaza had not supervised Katherine Wayne for a full month at any facility, and Dr. Kaza has no documentation of her completing one full month during which she was continually supervised by a physician before making follow-up visits.

15. Katherine Wayne assisted Dr. Kaza in caring for patient G.M., as well as approximately eighty (80) other patients as part of her duties working for the DMH.

16. Patient G.M. was a 55-year-old male who permanently resided at the DMH Northwest Habilitation Center. Patient G.M. was profoundly retarded and was unable to communicate verbally or ambulate. Patient G.M. was also diagnosed with megacolon, gastroesophageal reflux disease ("GERD"), and had a history of bowel obstruction.

17. Dr. Kaza had placed patient G.M. on Prilosec in December 2005 for his GERD. Patient G.M.'s Prilosec dosage was increased on June 29, 2006 from once a day to twice a day.

18. Patient G.M. was hospitalized on July 6, 2006 for complications with his megacolon. Upon being released on July 10, 2006, patient G.M.'s Medication Administration Record ("MAR") still showed that patient G.M. was to receive Prilosec once daily instead of twice.

19. At some point patient between August 1 and September 1, 2006, G.M. stopped receiving any Prilosec, even though his prescription had not been changed.

20. In September of 2006 Katherine Wayne prescribed patient G.M. Augmentin, an antibiotic, for what appeared to be aspiration pneumonia. Patient G.M. vomited several times after he began taking the Augmentin, and Katherine Wayne directed that he take the Augmentin with yogurt to help calm his stomach.

21. On September 25, 2006, patient G.M. was doing better and Katherine Wayne ordered a blood test as part of a regular annual check-up.

22. On September 27, 2006, Katherine Wayne was informed that patient G.M. had been vomiting.

23. On September 28, 2006, the test results of patient G.M.'s blood work was returned to Katherine Wayne. The test results were not reviewed by Katherine Wayne until September 29, 2006, after patient G.M. had passed away. The results showed that patient G.M. had an elevated white blood count of 19,200.

24. Patient G.M. experienced more vomiting on September 26, 27, and 28, 2006.

25. On September 29, 2006, patient G.M. was found to be unresponsive and emergency services were called to transport him to the hospital. Patient G.M. died on the way to the hospital of cardiopulmonary arrest, associated with aspiration pneumonia.

26. Dr. Kaza did not review patient G.M.'s patient records with Katherine Wayne at least every two weeks, and document the work, records, and practice activities that she undertook.

JOINT PROPOSED CONCLUSIONS OF LAW

1. As the supervising physician for patient G.M., Dr. Kaza was at all times responsible for the oversight of the activities of, and accepted responsibility for, health care services rendered by Katherine Wayne, his physician's assistant, pursuant to § 334.735.8, RSMo.

2. Dr. Kaza's conduct, as set forth in paragraph 13 of the Joint Proposed Findings of Fact above, violated 4 CSR 150-7.135(9)(E), in that Dr. Kaza was supervising Katherine Wayne from April 3, 2006, up to September 1, 2006, without a signed, dated supervision agreement.

3. Dr. Kaza's conduct, as set forth in paragraph 14 of the Joint Proposed Findings of Fact above, violated 4 CSR 150-7.135(10), in that Dr. Kaza did not determine and document the completion of at least one (1) month of time in which Katherine Wayne practiced with him, or any other supervising physician, continuously present before making follow up visits.

4. Dr. Kaza's conduct, as set forth in paragraph 26 of the Joint Proposed Findings of Fact above, violated 4 CSR 150-7.135(11), in that Dr. Kaza did not jointly review and document the work, records, and practice activities of Katherine Wayne at least every two (2) weeks for patient G.M.

5. Dr. Kaza's conduct, as set forth above, violates lawful rules or regulations adopted pursuant to Chapter 334, RSMo.

6. Dr. Kaza's failure to review the work, documents and practices of Katherine Wayne at least every two (2) weeks for patient G.M. was or might have been harmful or dangerous to the mental or physical health of patient G.M.

7. Based on the foregoing, Licensee's license is subject to disciplinary action pursuant to §§ 334.100.2(4), (5), (6), RSMo, which provides:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his certificate of registration or authority, permit or license for any one or any combination of the following causes:

(4) Misconduct, fraud, misrepresentation, dishonesty, unethical conduct or unprofessional conduct in the performance of the functions or duties of any profession licensed or regulated by this chapter, including, but not limited to, the following:

(5) Any conduct or practice which is or might be harmful or dangerous to the mental or physical health of a patient or the public; or incompetency, gross negligence or repeated

negligence in the performance of the functions or duties of any profession licensed or regulated by this chapter. For the purposes of this subdivision, "**repeated negligence**" means the failure, on more than one occasion, to use that degree of skill and learning ordinarily used under the same or similar circumstances by the member of the applicant's or licensee's profession;

(6) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter;

8. Licensee's conduct, as established by the foregoing facts, falls within the intendments of §§ 334.100.2(4), (5), (6), RSMo.

9. Cause exists for Board to take disciplinary action against Licensees' licenses under §§ 334.100.2(4), (5), (6), RSMo.

II.

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the Healing Arts in this matter under the authority of § 621.110, RSMo. This Agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement:

1. The license to practice the healing arts, number 35441, issued to Licensee is hereby PUBLICLY REPRIMANDED.

2. Licensee shall notify, within fifteen (15) days of the effective date of this Agreement, all hospitals, nursing homes, out-patient centers, surgical centers, clinics, and all other facilities where Licensee practices or has privileges of Licensee's disciplinary status. Licensee shall notify any physician assistants or other allied health care professionals she/he supervises of the disciplinary action imposed. Notification shall be in writing and Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative.

3. For purposes of this Agreement, unless otherwise specified in this Agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Board in this Agreement shall be forwarded to the State Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, Jefferson City, Missouri 65102.

4. This Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo. by Licensee not specifically mentioned in this document.

5. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim

arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

F. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE

BOARD

Ramara Kaza 2/11/09

Tina Steinman 3/12/09

RAMARAO KAZA date

Tina Steinman

date

Glenn E. Bradford 2/25/09

Glenn E. Bradford, MO

Brian W. McEachen, MO

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Attorney for Licensee

Attorneys for Board

EFFECTIVE THIS 2 DAY OF March, 2009.